

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3301-1039		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARGIE SLAVENS				b. TELEPHONE NUMBER (No Collect Calls) 660-438-7317	
9. ISSUED BY USACE, KANSAS CITY HARRY S TRUMAN LAKE PROJECT OFFICE RT WARSAW MO 65355  TEL: 660-438-7317 FAX: 660-438-7815		CODE W912DQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 8744 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR      TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY      CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <div style="display: flex; justify-content: space-around;"><div>PARTIAL</div><div>FINAL</div></div>		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

FY-04 BASIC CONTRACT:

FFP

Perform Park Attendant Services for Thibaut Point Public Use Area in accordance with the attached Performance Work Statement and Wage Determination. Period of Performance: 15 April 2004 through 15 October 2004. The contractor will be required to stay in the park until 19 October or checkout date whichever occurs first.

PURCHASE REQUEST NUMBER: W58XUW-3301-1039

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

1

Lump Sum

FY-04 BASIC CONTRACT:

FFP

For the service period 15 April 2004 through 30 April 2004.

PURCHASE REQUEST NUMBER: W58XUW-3301-1039

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		5	Each Per Month		

FY-04 BASIC CONTRACT:

FFP

For the service period 1May 2004 through 30 September 2004.

PURCHASE REQUEST NUMBER: W58XUW-3301-1039

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Lump Sum		

FY-04 BASIC CONTRACT:

FFP

For the service period 1October 2004 through 15 October 2004.

PURCHASE REQUEST NUMBER: W58XUW-3301-1039

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FY-05 Renewal Option I (if exercised) FFP Perform Park Attendant Services for Thibaut Point Public Use Area in accordance with the attached Performance Work Statement and Wage Determination. Period of Performance: 15 April 2005 through 15 October 2005. The contractor will be required to stay in the park until 19 October or checkout date whichever occurs first. PURCHASE REQUEST NUMBER: W58XUW-3301-1039				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	1 FY-05 Renewal Option I (if exercised) FFP For the service period 15 April 2005 through 30 April 2005. PURCHASE REQUEST NUMBER: W58XUW-3301-1039				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		5	Each Per Month		
OPTION	FY-05 Renewal Option I (if exercised) FFP For the service period 1May 2005 through 30 September 2005. PURCHASE REQUEST NUMBER: W58XUW-3301-1039				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	Lump Sum		
OPTION	FY-05 Renewal Option I (if exercised) FFP For the service period 1October 2005 through 15 October 2005. PURCHASE REQUEST NUMBER: W58XUW-3301-1039				

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NET AMT

FOB: Destination

**PARK ATTENDANT  
NOTICE TO VENDORS**

A. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

B. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

Evaluation Factors:

**Factor 1 – Past Performance** – will be evaluated for the quality of services, timeliness of performance, customer satisfaction, and administrative skills on other contracts performed.

**Factor 2 – Experience** – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

**Factor 3 – Price**

Relative Importance of Factors:

Past Performance will be evaluated with more importance than Experience. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision to determine best value.

C. PROPOSAL SUBMITTAL REQUIREMENTS: Documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

PAST PERFORMANCE:

a. You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references which can verify your performance on work similar in nature and complexity of this requirement. Additional information related to Past Performance may be obtained from sources other than the Questionnaire. References should return the forms directly to the Government Point of Contact indicated on the Cover Letter within three days of receipt. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.

You are to submit the names, addresses, and telephone numbers of your three references in a cover letter with your offer.

**2. EXPERIENCE**

a. An attached quoter's work experience statement form is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary. Describe work experience relating to the following minimum qualifications necessary to perform the duties of a Park Attendant:

1. Ability to deal effectively with the public on a daily basis.
2. Ability to maintain and organize data and financial records.
3. Ability to use a computer system, or the potential to learn the pertinent aspects of its operation.
4. Ability to enter data efficiently, quickly and accurately.

3. PRICE/COST. Complete the pricing schedule on pages 2 through 5 of this RFQ.

D. Vendor's attention is directed to E-Far 52.000.4013, wherein are procedures for correction of Arithmetic Discrepancies.

E. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? \_\_\_\_Yes \_\_\_\_No.

F. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of work, the contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

G. Existing Wage Rates are attached.

H. SITE VISIT: Quoters are urged to inspect the campground where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Harry S. Truman Project Office, U. S. Army of Engineers, is located approximately 2.5 miles northwest of Warsaw, Missouri. Telephone (660) 438-7317.

I. Successful quoter must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423.

PERFORMANCE WORK STATEMENT  
PARK ATTENDANT  
THIBAUT POINT CAMPGROUND  
HARRY S. TRUMAN LAKE

**C.1 General Information**

**C.1.1 Background.** Truman Reservoir is the largest flood control reservoir in Missouri, with a storage capacity of more than 5 million acre-feet (an acre-foot = 325,000 gal.). Recreational development is extensive. Twenty parks and access areas, managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Truman Reservoir offer a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, sand swimming beaches, and a regional visitor center. Many routine maintenance items are contracted to the private sector. Mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

**C.1.2 Scope of Work**

The Contractor shall provide labor, material, and equipment as specified to perform park attendant duties at the Thibaut Point Campground as described in this Performance Work Statement (PWS) and elsewhere in the contract. The Contractor shall perform the specific tasks listed in Section C-5. Acceptable performance standards and current regulations are provided for each task.

**C.1.3 Period of Performance** The contract shall be effective 15 April 2004 or date of award through 15 October 2004 . Effective dates for the option renewal year shall be from 15 April 2005 through 15 October 2005.

**C.1.4 Additional Requirements:**

1. For the purpose of pre-award evaluation, persons submitting bids/quotes must provide a telephone number at which they can be contacted for a period of not less than one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the contracting officer representative of any changes.

Bids/quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following bid/quote closing will be considered non-responsive and removed from further consideration, and the next bid/quote will be considered.

BIDDER/QUOTER MAY BE CONTACTED AT (\_\_\_\_)\_\_\_\_-\_\_\_\_\_.

2. The contractor's staff must consist of at least two adults (18 years or older) who are mentally and physically able to fulfill the terms of the contract.

3. Prior to site occupancy, the contractor must possess a presentable mobile travel trailer or motor home containing sanitary facilities. This camping unit must be in good condition and appearance, subject to the approval of the Contracting Officer. The contractor must reside at the work site during the period of performance and must remove all personal property from the site after checkout.

4. The contractor shall obtain and maintain during the period of performance under this contract Commercial Automobile Liability insurance according to the applicable Missouri State statutes (Missouri Division of Insurance 573-751-4126). Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

5. During the post award conference, the contractor shall furnish a \$3,000.00 surety bond. The bond will be used to recover funds collected by the contractor, but not properly received by the Finance and Accounting Officer. The bond shall be in the form of a firm, original, and irrevocable commitment and may include sureties or irrevocable letter of credit.



**C.1.5 Post Award Conference /Training:** The contractor shall attend the post-award conference and computer/credit card training sessions held at the Harry S. Truman Project Office and Visitor Center. The meetings will be used to discuss and develop an understanding of all contract requirements and to train on the use of reservation computers. Those contractors that have had prior Park Office reservation computer experience will attend a two-day refresher training. Those contractors that have not had any Park Office experience will attend the five-day training session. The Government will give written notification of the scheduled dates for the post award conference and the computer training. The contractor will also be required to attend the two-day refresher training during the option years of the contract.

**C.1.6 Documents and Correspondence:** All documents and correspondence related to the performance of the contract shall be routed through the COR at the Project Office.

#### **C.1.7 Quality Control**

The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

#### **C.1.8 QUALITY ASSURANCE:**

##### **C.1.8.1 Quality Assurance Surveillance Plan.**

A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Service Provider is performing the services required by this PWS in an acceptable manner. The Government develops the PAP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

**C.1.8.2** The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include periodic sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

**C.1.8.3** The government reserves the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government will perform inspections and tests in a manner that will not unduly delay the work.

**C.1.8.4** If any of the services do not conform to contract requirements, the government will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

**C.1.8.5** If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the government may by contract, or otherwise: (1) perform the services and charge to the Contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

#### **C.1.9 Personnel**

**C.1.9.1** The contractor shall exercise tact, diplomacy, and courtesy and present a neat appearance when dealing with the public. A government-furnished nametag must be worn while on duty. The Contractor shall not display or offer for sale, on Government property, personal property items, crafts, or like items.

**C.1.9.2** The contractor must hold all lost and found articles at the fee booth for a period of two weeks. Any article unclaimed after the two-week period must be turned over to project personnel.

**C.1.9.3** The contractor must not consume any alcohol or drugs (except prescription drugs) during duty hours or when meeting the public. The contractor must notify the COR of any required prescription drugs which might affect the contractor's ability to perform the requirements of this contract.

**C.1.10 Other Contractors**

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work shall be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

**C.1.11 Safety**

The contractor shall immediately report any situation that could affect the health or safety of visitors to a park ranger, including maintenance needs, utility problems, accidents, or violations of laws and regulations.

**C.1.11.1** The contractor shall report all disturbances that cannot be diplomatically resolved to a park ranger. The contractor will be given an after-hours phone number (at the post award conference) for use by him and his staff only. The contractor shall furnish the ranger with detailed information and the ranger will decide if law enforcement agencies should be contacted. If the contractor is unable to contact a park ranger, he/she may contact law enforcement officers. All communication with law enforcement officers will be documented and reported to a park ranger as soon as possible. The contractor shall not attempt to apprehend any violators.

**C.2 Definitions and Acronyms:** The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

**NRRS** – National Recreation Reservation System

**Performance Work Statement (PWS):** A description of duties required to be performed by the contractor.

**Quality Control (QC):** A method used by the Contractor to control the quality of goods and services provided.

**Quality Assurance (QA):** A method used by the Government to provide some measure of control over the quality of services received.

**Contracting Officer's Representative (COR):** An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**C.3 Government-Furnished Materials and Supplies.** Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this Contract.

**C.3.1** The Government will provide a campsite for the Contractor's trailer, and utility hookups, during the service period, consisting of water, electricity, and sewer. In addition, the campsite will include a storage building, picnic table, refuse container and a small garden plot. The site will be provided free of charge for a period of 14 days prior and 14 days after the period of performance. If temperatures are below freezing, water may not be available at the park attendant pad until temperatures warm up. The Contractor shall maintain these facilities in accordance with Park rules.

**C.3.2 Government – Furnished Property** - The Government will furnish to the Contractor the following identified property to be used in performing the contract. When the property is delivered, the Contractor must verify its quantity and condition in writing to the Contracting Officer or his authorized representative on Memorandum Receipt, ENG 4866, (within 24 hours of receipt). Damage or loss while in the Contractor's possessions shall be reported in writing to the Contracting Officer or his authorized representative, within 24 hours.

<u>Item (description)</u>	<u>Quantity</u>
(1) Permit Books	As needed
(2) Golden Age Passports	As needed
(3) Golden Access Passports	As needed
(4) Annual Day Use Permits	As needed
(5) Computer, monitor, printer	1 each
(6) Telephone/answering machine	1 each
(7) Credit card scanner/printer	1 each
(8) Radio with antennae	1 each

**C.3.3 Government – Furnished Consumable Items** - The following consumable items, will be furnished to the Contractor by the Government. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) trash and recycling bags
- (2) maps
- (3) brochures
- (4) baseball cap and name tag
- (5) keys
- (6) computer paper
- (7) self-registration day use supplies
- (8) authorized form

#### **C.4 Contractor-Furnished Equipment and Supplies**

The Contractor shall furnish all equipment and supplies not identified in section C.3 of this PWS as Government-Furnished supplies and equipment. Specifically, the Contractor shall furnish:

**C.4.1.** A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or ‘pop-up’ style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.

**C.4.2.** A vehicle, other than the one in C.4.1 above, to be used for local transportation to perform the requirements of this contract.

**C.4.3** A telephone and installation of telephone service at the government provided hookup at the campsite.

**C.4.5.** A sufficient change fund to conduct day to day fee transactions.

**C.4.4.** Office supplies necessary to perform the requirements of this contract (pens, pencils, markers, rubber bands, stapler, staples, etc.)

**C.4.5** Cleaning equipment and supplies for the fee booth.

#### **C.5 Specific Tasks**

The Contractor shall perform park attendant duties 5-days per week, including weekends and Federal holidays as described in this section and elsewhere in the contract. The Contractor’s staff shall consist of at least two adults. The contractor will be granted and shall observe two designated days off each week. At least one person on the Contractor’s staff shall remain in the park at all times on scheduled workdays except the following times: Sundays - 6:00 p.m. to 10:00 p.m. and Monday/Tuesday - 11:00 a.m. to 1:00 p.m. The contractor shall not leave the park until the time the booth is scheduled to close the night before the first scheduled day off and shall return before 7:00 a.m. of the next scheduled workday. If the contractor needs to be absent from the park any other time the COR shall be notified as soon as possible. The contractor shall retain a qualified substitute park attendant to cover such absences. The substitute shall be approved by the COR.

### **C.5.1 National Recreation Reservation System (NRRS)**

The contractor shall perform specific daily duties to implement the National Recreation Reservation System (NRRS), according to established procedures (that were taught during pre-performance training.) Duties include, but are not limited to, maintaining current records, posting reservable sites, checking site availability, processing camper registrations, accepting shelter reservations, and receiving daily arrival reports. The contractor shall take reservations at the fee booth for walk-up customers. Under no circumstances will Park Attendants take advance reservations over the phone. Contractors shall not accept phone reservations, unless authorized by the COR.

### **C.5.2 Fee Booth Operations**

The contractor shall staff the fee booth during booth hours designated below. A minimum of two people shall work the booth during high registration periods (e.g. – Fri. and Sat. nights) to avoid long waits for visitors. The contractor shall keep an open telephone/radio line of communication while on duty. During booth hours, the Corps-furnished radio (see Section C.3 Government Furnished Property) shall be turned on with the volume up so messages can be transmitted and received. Radio problems shall be reported immediately. The contractor shall be available at all times (except scheduled days off and approved time away from the park) to receive and deliver emergency messages.

**C.5.2.1 Schedule.** The following schedule is subject to change with one (1) week's advance notice. The fee booth shall be open and occupied during the following hours and the contractor shall be available for business. All nightly close outs and weekly bill for collection close outs shall be done after booth hours and not while booth is open.

Sunday	8:30 a.m. to 10:00 a.m. 2:00 p.m. to 6:00 p.m.
Monday and Tuesday	8:30 a.m. to 10:00 a.m. 2:00 p.m. to 9:00 p.m.
Wednesday and Thursday	Days Off (unless this is the scheduled checkout day)
Friday and Saturday	8:30 a.m. to 10:00 a.m. 2:00 p.m. to 10:00 p.m.

Booth hours on Sunday, July 4<sup>th</sup> 2004 will be extended until 9:00pm

#### Checkout:

Checkout of contractor will be conducted within 4 days of last scheduled work day of the contract for the calendar year.

**C.5.2.2 Receive Payments** The contractor shall register visitors, campers, and sightseers, issue Golden Age Passports, Golden Access Passports, Annual Passes, and collect the required fees according to project policy. The Contractor shall determine and have on hand sufficient change for this purpose.

#### **C.5.2.2.1 Remit Washer & Dryer Fees Collected**

The contractor shall count washer and dryer monies collected from laundry room at least once a week or as needed. The money will be counted and verified with a park ranger. The contractor shall transmit washer and dryer money with all other collected fees in their weekly remittance.

#### **C.5.2.2.2 Encourage Credit Card Payments**

The contractor shall encourage the use of credit card payments over personal checks. The contractor shall follow project policy when accepting personal checks.

#### **C.5.2.2.3 Safeguard Collections**

The contractor shall take all reasonable precautions to safeguard collections, permits, and other government-furnished property. All collections shall be deposited in the fee safe provided, outside entrances to the fee booth shall be kept locked, and visitors must not be allowed in the booth.

**C.5.2.3 Transmit Fees and Remittance Registers**

The contractor shall transmit all collected fees and remittance registers to Nations Bank, Atlanta, GA through a Bill for Collection. It is required that the contractor must mail collections within 2 days after creating a Bill for Collection. At a minimum, fees shall be transmitted once per week, every Saturday on holiday weekends, or when collections total \$3,000.00, whichever occurs first.

**C.5.2.4 Booth Maintenance**

The contractor must maintain the fee booth in a clean condition at all times. Pens, corrals, cages, and other animal confinement facilities are not permitted. Smoking, visitors, pets, or baby-sitting are not permitted in the park entrance booth.

**C.5.3 Park Operations****C.5.3.1 Provide Information to Visitors**

The contractor shall hand out informational brochures and pamphlets and explain or clarify policy and regulations for park visitors.

**C.5.3.2 Implement Campground Rules and Policies**

The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 14 day stay limitations, etc.

**C.5.3.3 Tour Parks**

The contractor shall make daily tours of the park between the hours of 7 a.m. and 8 a.m. and again between 8 p.m. and 9 p.m.

**C.5.3.3.1 Identify un-registered Visitors**

The Contractor shall identify campers who may have arrived during hours when the fee booth was closed. These individuals shall be contacted and advised to register at the booth and pay required fees.

**C.5.3.3.2 Check for and report vandalism, equipment malfunction and cleanliness**

During both the morning and evening tours, the contractor shall monitor all self-pay fee vaults, post shelter and camping reservations, and check all facilities for vandalism, equipment malfunction, and cleanliness. The Contractor shall advise Corps personnel immediately if problems exist.

**C.5.3.4 Open and Close Gates and Facilities**

The contractor shall open and close interior park gates and other facilities, or read traffic counters, as requested by project personnel. The contractor shall close the beach gate each night as scheduled.

**C.5.3.5 Self-Pay Fee Vaults**

The contractor shall exchange the fee vaults at the self-pay stations located at the beach and boat ramp as scheduled and replenish the blank payment envelopes as necessary. The contractor shall be available to total and verify fee receipts daily with a park ranger. Every effort will be made to meet during booth hours, but this may not always be possible.

**C.6 Applicable Publications and Forms**

**C.6.1 MAP:** Information on Truman Lake can be found on the Internet at [http://www.nwk.usace.army.mil/harryst/hst\\_home.htm](http://www.nwk.usace.army.mil/harryst/hst_home.htm)

**C.6.2** Memorandum Receipt, ENG 4866 (Completed Sample form)

**Technical Enclosure 1: Performance Requirements Summary**

Section (Para)	Contract Requirement	Performance Standard	Lot Description	AL P	Method of Surveillance
C.5.2.3	Transmit Fees And Remittance Registers	Submit fees weekly or at \$3000	weekly	0	100%
C.5.3.3	Tour Park	During specified times, check for maintenance needs, unregistered guests	40/month	4%	Periodic Sampling
C.5.3.4	Close Beach Gates	Gates are closed at time specified	daily	4%	Periodic Sampling and Validated Customer Complaint
C.5.3.5	Monitor & Collect Fees from Self-Pay Vaults	Exchange fee vaults at beaches & boatramps and replenish self-pay envelopes	2 per week or as needed	4%	Periodic Sampling and Validated Customer Complaint
C.5.1	Implement NRRS	In accordance with required post award training (check site availability, post shelter reservations, receive daily arrival reports, post reservable sites, process camper registration, maintain records	# of NRRS actions per month	5%	Validated Customer Complaint
C.5.2.1	Booth Schedule	Staff booth during scheduled hours	# hours per week	1%	Periodic Sampling and Validated Customer Complaint
C.5.2.2, C.5.2.2.4	Receive Payments	Payments are correctly collected and safeguard collections, permits & government furnished property	Daily receipts and assigned accountable items	2%	Periodic Sampling and Validated Customer Complaint

**CLAUSES INCORPORATED BY REFERENCE**

52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.228-2	Additional Bond Security	OCT 1997
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation Factors:

**Factor 1 – Past Performance** – will be evaluated for the quality of services, timeliness of performance, customer satisfaction, and administrative skills on other contracts performed.

**Factor 2 – Experience** – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

**Factor 3 – Price**

Relative Importance of Factors:

Past Performance will be evaluated with more importance than Experience. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision to determine best value.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.



☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

#### Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

#### Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

#### Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

#### Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

#### (1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

XX\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

- \_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- \_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX\_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX\_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- XX\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- \_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.
- \_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.
- \_\_\_ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).



\_\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_XX\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_XX\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_XX\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_XX\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://w3.nwk.usace.army.mil>

<http://www.arnet.gov/far>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://w3.nwk.usace.army.mil>

<http://www.arnet.gov/far>

(End of clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (\_\_\_\_Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

